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Workmen's Compensation Decisions

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payment of the premium in semi-annual or quarterly installments. Premiums were paid on a semi-annual basis, some of them after the date fixed in premium notes taken in payment. The loan provision of the policy was used by insured. When the premium of December 9th, 1924, came due the insured sent the dividend notes to the company to be applied as reduction of the premium and asked for an extension of sixty days from January 9th, the grace period. Receipt was acknowledged by the company and a premium note for the unpaid balance of the installment enclosed, extending the due date to March 9th, 1925. The note was not executed and returned and the insured died four days after the grace period expired, without paying the premium. There was an automatic provision for continued participating paid-up endowment insurance for a reduced amount in case of lapse. HELD: Where notes from time to time have been taken in payment of premiums or installments, and such notes have been extended from time to time, this course of dealing does not amount to a waiver of the stipulation requiring the payment of premiums in advance. Where a policy provides for the payment of premiums in advance the retention of a dividend less than the amount of the premium installment due for four days after expiration of the grace period, during which period insured asked to have the dividend applied in reduction of the amount due, does not show waiver of the governing policy provisions. A life insurance policy in this state is not required to be written on North Dakota standard forms where it conforms to other statutory requirements regarding policy forms.

WORKMEN'S COMPENSATION DECISIONS

Contributions made by deceased employee to his father for the purpose of saving the father's farm can not be considered on the question of dependency, but contributions for the support of the father and his dependents, if reasonably necessary to maintain them in a manner suited to their station in life, should be. The son having contributed 22% of his earnings for the latter purpose, the dependents were entitled to 22% of his average weekly wages.—Dumond's Case, 133 Atl. 736 (Me., June, 1926).

A hospital nurse, who was required to sleep on the premises and to breakfast at the hospital on mornings assigned to her as days off, was injured by falling down stairway while going from her room to the bathroom on one of such days, and the injury was held to be in the course of employment.—Doyle's Case, 152 N. E. 240 (Mass., June, 1926).

An injury must appear as a risk to which the injured was exposed by reason of the nature of his employment; and where a city workman, who

sought shelter in a private garage because of a rainstorm, was bitten by a dog, as a result of which he died, the injury was not compensable.—*Ryan vs. City of Port Huron*, 209 N. W. 101 (Mich., June, 1926).

An employee whose disobedience of orders consists in doing his work in a forbidden manner does not lose his right to compensation, but if such disobedience of orders takes him outside the sphere of his employment he can not recover.—*Erdberg vs. Textile Print Works*, 216 N. Y. Supp. 275 (N. Y., May, 1926).

There must be competent evidence to show a causal connection between the conditions under which work is performed and a resulting injury, and where the record does not disclose evidence to show that a fit or dizzy spell, which caused claimant to fall against a flame, was the result of, or had its origin in, the risk or hazard connected with the employment and to have flowed therefrom as a rational consequence, no recovery can be had, and the award of the commission must be reversed.—*Illinois Oil Co. vs. Grandstaff*, 246 Pac. 832 (Okla., May, 1926).

A night watchman furnished to a company by a detective agency, which agency retained entire control and direction over the watchman and paid him, is not an employee of the company.—*Tilling vs. Indemnity Insurance Co.*, 283 S. D. 565 (Tex., April, 1926).

AMERICAN BAR ASSOCIATION

The Denver meeting of the American Bar Association in July set a new attendance record, more than 2,100 members attending. Other high-lights of the convention were: Membership passed the 25,000 mark; criminal law enforcement and judicial procedure sounded the keynote for the program; opposition to the Caraway bill or any other measure seeking abridgment of the powers of U. S. judges in the conduct of jury trials was officially voiced; the Uniform Motor Vehicle Code was approved; a resolution favoring the passage of S. B. 2585, fixing salaries for federal judges, was passed; support was given H. R. 9174, providing for indexing state session laws so as to insure uniformity of nomenclature and arrangement; change by constitutional amendment of the date of presidential inauguration was again favored; ex-Governor Whitman of New York was elected president of the association.